

**Requisition # D-227690**  
**Project: Hazardous Tree**  
**Removal**

**INTENTION TO RESPOND**  
**No Fax Cover Sheet Is Required**

**FAX BACK:**

Your assistance is requested. Please fax back immediately.

To: Idaho Transportation Department  
Purchasing Section  
PO Box 7129  
Boise, Idaho 83707-1129

**FAX TO: 208-334-8824**

---

---

Bid Closes On: 11/9/04  
2:00 P.M., MST

Please check all that apply

\_\_\_\_\_ Company intends to prepare and submit a proposal to the requisition listed above.

\_\_\_\_\_ Company does not plan to respond.

\_\_\_\_\_ Company plans to attend Bid Opening.

\_\_\_\_\_ **Company plans to attend the Mandatory Walk-Through/Pre-Bid Conference on:**  
**DATE: 10/28/04 TIME: 10:00 A.M. LOCATION: The Stanley Maintenance Shed, SH-21,**  
**MP 127.85 south side, (208) 774-3581. For technical questions contact Ron**  
**Robinson at (208) 788-3365.**

\_\_\_\_\_ Other Message/Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Company Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact Person \_\_\_\_\_  
(Please Print)

Phone # \_\_\_\_\_ Fax # \_\_\_\_\_

IDAHO DEPARTMENT OF TRANSPORTATION

REQUEST FOR QUOTATION

Idaho Transportation Department  
Supply Services Purchasing Section  
3311 West State Street  
Boise, Idaho 83703

Date: October 18, 2004

REQUISITION #: D-227690

**SEALED BIDS WILL BE RECEIVED AND OPENED AT 2:00 P.M. MST ON November 9, 2004** at Supply Services, Purchasing Office, at 3311 West State Street in Boise. The scope of work on this project consists of furnishing all materials, equipment and labor for the **Hazardous Tree Removal**, as directed at the designated areas on **SH-75, MP 198-216 Salmon River Corridor**, as per the specifications contained in the above requisition.

A Mandatory Walk Through or Pre-Bid Conference will be held October 28, 2004 @ 10:00 a.m., at the Stanley Maintenance Shed, located at SH-21, MP 127.85 south side, (208) 774-3581. All questions are due at this time.

The State contractors License Board shall license bidders in the State of Idaho  
**Public Works Contractors License #** \_\_\_\_\_

Contact Rod Becker, Purchasing Agent at (208) 334-8087 for Bid Requirements and Clarification.  
**FOR BID RESULTS, PLAN HOLDERS LIST CALL (208) 334-8872.**

**RETURN BID IN A SEALED ENVELOPE CLEARLY MARKED AS SHOWN:**

Requisition #: D-227690  
Bid Closing Date: November 9, 2004  
Item Bidding: Hazardous Tree Removal

Mailing Address

Idaho Transportation Department  
Supply Services Purchasing Section  
P.O. Box 7129  
Boise, Idaho 83707-1129

Company Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contractors Signature/Authorized Signature: \_\_\_\_\_

\_\_\_\_\_  
Printed Signature

THIS PAGE **MUST BE SIGNED**, WITH AN ORIGINAL SIGNATURE, AND RETURNED WITH YOUR BID PROPOSAL DOCUMENTS.

October 18, 2004

The Idaho Statesman  
P.O. Box 40  
Boise, ID 83707

ATTENTION – Legal Department

We have enclosed the “Invitation to Bid” to be published in your paper on the following dates:

**October 18, 19, 20, 21 & 22**

In order to secure payment for this service; submit your invoice in triplicate. Please attach a copy of the published article and one affidavit of publication and forward, along with your invoices to The Idaho Transportation Department, Attention: Rod Becker Supply Services, Purchasing Section PO Box 7129, Boise, Idaho 83707.

If you have any questions, please contact Rod Becker at (208) 334-8087.

Sincerely,

ROD BECKER, PURCHASING AGENT  
ITD Supply Services

Attachment

October 18, 2004

The Times News  
P.O. Box 548  
Twin Falls, ID 83303

ATTENTION – Legal Department

We have enclosed the “Invitation to Bid” to be published in your paper on the following dates:

**October 18, 19, 20, 21 & 22**

In order to secure payment for this service; submit your invoice in triplicate. Please attach a copy of the published article and one affidavit of publication and forward, along with your invoices to The Idaho Transportation Department, Attention: Rod Becker Supply Services, Purchasing Section PO Box 7129, Boise, Idaho 83707.

If you have any questions, please contact Rod Becker at (208) 334-8087

Sincerely,

ROD BECKER, PURCHASING AGENT  
ITD Supply Services

Attachment

## **INVITATION TO BID**

**ALL sealed Bids will be received and opened on November 9, 2004 @ 2:00 PM MST** at the Idaho Transportation Department, Supply Services Purchasing Section located at 3311 West State Street, Boise, Idaho. Bidders and other interested parties are invited to be present at the bid opening. This is to furnish all materials, equipment and labor for the **Hazardous Tree Removal**, as per the specifications contained in requisition number **D-227690**.

**A Mandatory Walk Through/Pre-Bid Conference will be held October 28, 2004 @ 10:00 a.m., at the Stanley Maintenance Shed, located at SH-21, MP 127.85 south side, (208) 774-3581. All questions are due at this time.**

### **PUBLIC WORKS LICENSE REQUIRED**

No bid will be considered unless accompanied by an acceptable guaranty in an amount not less than five percent (5%) of the total amount of the bid. This guaranty must be in the form of a certified check or a cashier's check drawn on an Idaho bank, made payable to the Idaho Transportation Department, or a bidder's bond. Surety will be forfeited in the event of failure to sign the contract.

The Idaho Transportation Department reserves the right to reject all bids or to accept the bid deemed best for the State of Idaho.

Dated this **12<sup>th</sup> day of October**

ROD BECKER, PURCHASING AGENT  
IDAHO TRANSPORTATION DEPARTMENT

Copies of **Bid Proposals, Bid Results and Plan Holders List**, may be obtained by contacting the Idaho Transportation Department, Supply Services Section, (208) 334-8872, (3311 West State Street – Boise, ID 83703) or by contacting your local Plan Room.

**PUBLISH: 10/18-22**

REVISED 4/01

**IMPORTANT NOTICE**

**BIDDERS, PLEASE NOTE**

**The following documents must be returned** to the Idaho Transportation Department Purchasing Section to allow your bid to be considered.

- 1.) **“Request for Quotation”** (1<sup>ST</sup> Page of Bid Packet) -
  - Public Works License Number must be inserted
  - Page must be signed with an original signature
- 2.) Proposal  
Individual, Partnership, or Corporation  
  
One of three, depending upon company structure, MUST be completed, signed and notarized
- 3.) Bidder must complete Bid Schedule
- 4.) Bidder must complete Domicile Form
- 5.) (IF REQUIRED) Subcontract form SC-1 Must be returned
- 6.) A 5% Bidders Bond or Cashier's Check
- 7.) **All Addendum's** Must be Signed and returned with your Bid Proposal  
It is the Bidders responsibility to verify if addendum(s) were issue
- 8.) **ALL BIDS** must be submitted in a sealed enveloped, with the Requisition Number, and Bid Closing Date, and Project Name, clearly marked on the outside of the envelope.

## **DOMICILE**

PREFERENCE FOR IDAHO DOMICILED CONTRACTORS ON PUBLIC WORKS (Idaho Code 67-234B - Effective July 1, 1982). To the extent permitted by federal laws and regulations, whenever the State of Idaho, or any department, division, bureau or agency thereof, or any city, county, school district, irrigation district, drainage district, sewer district, highway district, road district, fire district, flood district, or other public body, shall let for bid any contract for bid any contract to a contractor for any public works, the contractor domiciled outside the boundaries of Idaho shall be required, in order to be successful, to submit a bid the same percent less than the lowest bid submitted by a responsible contractor domiciled in Idaho as would be required for such an Idaho domiciled contractor to succeed over the bidding contractor domiciled outside Idaho on a like contract being let in their domiciliary state.

If the bidder is unsure of where their business is domiciled, the following "rule of thumb" may help!

- 1)     Corporation: Domiciled where chartered.
- 2)     Sole Proprietor: Domiciled where permanent headquarters of business located.
- 3)     Partnership: Domiciled where permanent headquarters of business located.

COMPANY NAME: \_\_\_\_\_

STATE OF DOMICILE: \_\_\_\_\_

**NOTE: THIS PAGE MUST BE RETURNED WITH YOUR BID DOCUMENTS!**

**SPECIAL PROVISIONS****Requisition #. K-227690**

Hazard Tree Removal SH-75, MP 198 to 216 Salmon River Corridor.

The following Special Provisions and all addenda issued, supplement or modify the 2004 State Standard Specifications, SP-SA Special Provisions-State Aid, General. This is not a federally funded project.

**COMPLETION TIME AND LIQUIDATED DAMAGES**

Work will not commence before bond and insurance requirements are met. All work will be completed by April 1, 2005.

The amount of Liquidated Damages for failure to complete the work on time on this project will be \$500 per day.

**CONTRACTOR'S NOTES****STATE PARTICIPATION**

Trees to be removed will be located and marked by ITD personnel.  
ITD property at Mile Post 207, SH-75 may be used to burn slash materials. Clean up will be the responsibility of the contractor.

**STANDARD SPECIFICATION BOOK AVAILABILITY**

The Idaho Transportation Department's Standard Specifications for Highway Construction manual is available to the Contractor for \$30.00 plus tax. Contact the Idaho Transportation Department at 334-8430 to purchase.

**EXAMINATION OF SITE      PRE-BID MEETING REQUIRED**

Before submitting a bid to the State, bidders are required to attend and on site meeting where the services are to be performed to fully inform themselves of all the conditions and limitations. Failure to do so will result in the Contractor being considered an unqualified bidder, and their bid will be rejected. It will be the responsibility of the Contractor to furnish sufficient equipment and personnel to perform all duties described in the specifications without additional cost to the State. Potential bidders will meet **October 28, 2004** at 10:00 AM, at the Stanley Maintenance Shed, SH-21, MP 127.85 South side (208) 774-3581

**INFORMATION GIVEN PRIOR TO AWARD**

Oral explanations, instructions and interpretations given to bidders prior to award of contract will not be binding. It is the Department's intent to provide all bidders equal opportunity to access and acquire all available pertinent information necessary to formulate a responsive bid. Any information, specifications, plans, data or interpretations which the Department discovers is lacking and may be important to all bidders, will be furnished to all bidders in the form of an addendum, the receipt of which shall be acknowledged.



## **SUBSECTION 108.04 - LIMITATION OF OPERATIONS**

The Contractor shall be prohibited from working on any roadway open to the traveling public, except for normal maintenance, on any day of a 3-day holiday weekend.

Work will not be permitted during any storm event, as determined by the State.

The contractor shall notify the Maintenance Engineer or designated representative (Ron Robinson 208-788-3365) 2 days before work is to begin or continue.

## **UTILITY FACILITIES**

The Contractor shall coordinate as necessary with Salmon River Electric Cooperative, Inc and Custer Telephone Cooperative, Inc.

Salmon River Electric Cooperative, Inc  
P.O. Box 384  
Challis, Idaho 83226  
(208) 879-2283

Custer Telephone Cooperative, Inc  
P.O. Box 324  
Challis, Idaho 83226  
(208) 879-2281

## **626 CONSTRUCTION TRAFFIC CONTROL**

The contractor shall provide an individual who is a certified Worksite Traffic Control Supervisor to direct the installation, modification, and maintenance of the required traffic control. The certification shall conform to the requirements of the American Traffic Safety Services Association (ATSSA) or an approved equal.

An approved Traffic Control Plan is required.

Design and use of Traffic Control Devices shall conform to the Manual on Uniform Traffic Control Devices, as adopted by the State.

All traffic control devices shall be either removed or covered when not necessary for the safety of the project personnel or traveling public.

There will be no separate payment for personnel, signs, devices, etc., all traffic Control shall be considered incidental to item S901-05A SP Fall and Remove Hazard Tree.

**S901-05A SP Fall and Remove Hazard Tree (including clean up of slash)**

**Construction Requirements.** This item will consist of falling and removing each hazard tree, including removing the slash material. Stumps higher than 4 inches from natural ground will not be permitted. Any damage caused by the Contractor's operation, including but not limited to utility facilities, fence, guardrail, existing terrain and the roadway shall be repaired by the Contractor at no additional cost to the State. All trees including the slash shall become the property of the Contractor. Burning of the slash piles may be permitted at mile post 207 and other locations to be determined in the field. It will be the responsibility of the contractor to obtain written approval from the Forest Service prior to any burning.

SNRA  
HC64 Box 8291  
Ketchum, Idaho 83340  
Attn: Mr. Tom Streit

**Method of Measurements.** Per hazard tree. **(Estimated quantity 60 trees.)**

**Basis of Payment.** Payment for accepted work will be made **per tree**.

**Pay Item**

**Pay Unit**

**S901-05A SP Fall and Remove Hazard Tree**

**each**

## BID SCHEDULE

Each Bid item shall be filled in completely by the **Contractor** in the bid schedule, by indicating total dollars and cents under Price Per Unit and Amount Bid. If the contractor desires to bid no cost, it must be designated as 0.00 or N.C. (No Cost), or the bid will be considered irregular.

Requisition # **D-227690**

CONTRACTOR/BUSINESS NAME: \_\_\_\_\_

| ITEM NO. | UNIT OF MEASURE | DESCRIPTION                                    | PRICE PER UNIT | TOTAL    |
|----------|-----------------|--|----------------|----------|
| 1        | EA              | S901-05A SP<br>REMOVAL OF<br>HAZARDOUS<br>TREE |                | \$ _____ |

TOTAL COST: \$ \_\_\_\_\_

**AWARD TO BE "ALL OR NONE"**

**Quantities are approximate, used for bidding purposes only.**

**THIS PAGE MUST BE RETURNED WITH YOUR BID!**

## **P R O P O S A L**

TO: IDAHO TRANSPORTATION BOARD  
Idaho Transportation Department  
Division of Highways

In compliance with your invitation for bids to be received: **November 9, 2004 @ 2:00 P.M., MST**. The undersigned certifies they have examined the location of work and/or materials sites, and has satisfied themselves as to the condition to be encountered, and that the plans, specifications, contract and method of payment for such work is understood. The undersigned hereby proposes to furnish all materials, equipment and labor for **Hazardous Tree Removal**, as directed at the designated areas, as per the specifications contained in Requisition Number **D-227690**.

On the acceptance of this proposal for said work the undersigned will furnish the 100% Contract Performance and Payment Bonds with approved and sufficient surety within 10 days after the contract is presented for signature.

The bidder further agrees that if awarded the contract, work will be completed by **April 1, 2005**.

Accompanying this proposal is a Bid Bond or Cashier's Check in the amount of five percent (5%) of the total amount bid.

By signature on this proposal (P-3, A, B or C), the bidder being duly sworn states that the firm, association or corporation to whom this contract is to be awarded has not by or through any of its officers, partners, owners or any other person associated therewith, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this highway project, and is not financially interested in or otherwise affiliated in a business way with any other bidder on this project.

**BIDDER'S SIGNATURES REQUIRED**

TO BE EXECUTED BY **C O R P O R A T E** CONTRACTORS

Date \_\_\_\_\_, 2004

Name, Address and Phone Number of  
Corporation: \_\_\_\_\_

\_\_\_\_\_

Phone Number \_\_\_\_\_

Idaho Public Works Contractors License Number \_\_\_\_\_

Incorporated under the laws of the State of \_\_\_\_\_

Name & Address of President \_\_\_\_\_

Name & Address of Secretary \_\_\_\_\_

Name & Address of Treasurer \_\_\_\_\_

SIGNATURE

\_\_\_\_\_  
President, Vice President, etc...

State of \_\_\_\_\_, County of \_\_\_\_\_ ss

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before

me \_\_\_\_\_, personally appeared \_\_\_\_\_,

(Notary Public)

known or identified to me to be the President or Vice President or Secretary or Assistant Secretary, of the  
corporation that executed the instrument or the person who executed the instrument on behalf of said  
corporation, and acknowledged to me that such corporation executed the same.

\_\_\_\_\_  
Notary Public for \_\_\_\_\_

Residing at \_\_\_\_\_

My Commission Expires on:

\_\_\_\_\_

**BIDDER'S SIGNATURES REQUIRED**

TO BE EXECUTED BY **PARTNERSHIP**

Date \_\_\_\_\_, 2004

Name, Address and Phone Number of Bidder:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone Number

Idaho Public Works Contractors License Number \_\_\_\_\_

**SIGNATURE:**

\_\_\_\_\_  
(Name & Title, as "Partner")

\_\_\_\_\_  
Address

\_\_\_\_\_  
(Name & Title, as "Partner")

\_\_\_\_\_  
Address

\_\_\_\_\_  
(Name & Title, as "Partner")

\_\_\_\_\_  
Address

**THIS MUST BE SIGNED BY AT LEAST ONE GENERAL PARTNER**

State of \_\_\_\_\_, County of \_\_\_\_\_ ss

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_,

before me \_\_\_\_\_, personally appeared  
(Notary Public)

\_\_\_\_\_, known or identified to me to be one  
of the partners in the partnership of \_\_\_\_\_  
(Partnership Name Signed to Instrument)

and the partner or one of the partners who subscribed said partnership name to the foregoing  
instrument, and acknowledged to me that they executed the same in said partnership name.

\_\_\_\_\_  
Notary Public For \_\_\_\_\_

Residing at \_\_\_\_\_

My Commission Expires on:

\_\_\_\_\_

**BIDDER'S SIGNATURES REQUIRED**

TO BE EXECUTED BY **SOLE PROPRIETOR**

Date \_\_\_\_\_, 2004

Name, Address and Phone Number of Bidder:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone Number

Idaho Public Works Contractors License Number \_\_\_\_\_

SIGNATURE:

\_\_\_\_\_

(Name & Title, as "Owner")

\_\_\_\_\_

Address

\_\_\_\_\_

(Name & Title, as "Owner")

\_\_\_\_\_

Address

State of \_\_\_\_\_ . County of \_\_\_\_\_ ss

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_,

before me \_\_\_\_\_, personally appeared  
(Notary Public)

\_\_\_\_\_, known or identified to me to be the  
person whose name is subscribed to the within instrument, and acknowledged to me that

\_\_\_\_\_ executed the same.  
(he/she/they)

\_\_\_\_\_  
Notary Public For \_\_\_\_\_

Residing at \_\_\_\_\_

My Commission Expires on:

\_\_\_\_\_

**SUBCONTRACT REQUIREMENTS****PLUMBING, ELECTRICAL, HEATING & AIR-CONDITIONING WORK ONLY**

1. If the contractor intends to subcontract plumbing, heating, air-conditioning or electrical work, they must complete this form, giving the name, address, and Public Works Contractors License Number, for any and all Subcontractors who shall, in the event the Contractor secures the contract and subcontracts the plumbing, electrical, heating or air-conditioning work under the contract. Failure to complete this form as required shall render any such bid submitted by a contractor non-responsive and void.
2. Contractors not intending to subcontract any such work named in the preceding paragraph shall leave the appropriate spaces below blank or indicated by writing in the "work shall be" **none**.
3. Subcontractors named in accordance with the provisions of Paragraph 1 must possess an appropriate Idaho Public Works Contractors License issued by the State of Idaho Public Works Contractors State License Board covering the contract work classification in which the subcontractors is named.
4. The following are the names, addresses, and Public Works Contractors License Numbers, who shall do the following designated specialty, work under the prime and/or general contract should I/we be award the prime or general contract:

- a. Subcontractor for the **Plumbing** work shall be:

\_\_\_\_\_, Residing at  
\_\_\_\_\_, Whose Idaho Public Works Contractor's  
License # is \_\_\_\_\_

- b. Subcontractor for the **Electrical** work shall be:

\_\_\_\_\_, Residing at  
\_\_\_\_\_, Whose Idaho Public Works Contractor's  
License # is \_\_\_\_\_

- c. Subcontractor for the **HVAC** work shall be:

\_\_\_\_\_, Residing at  
\_\_\_\_\_, Whose Idaho Public Works Contractor's  
License # is \_\_\_\_\_

**NOTE: (If Required) THIS PAGE MUST BE RETURNED WITH YOUR BID DOCUMENTS!**



## **SPECIAL PROVISIONS - STATE-AID**

### **I. APPLICATION**

These contract provisions shall apply to all work performed on the contract by the contractor with his own organization and with the assistance of workmen under his immediate superintendence and to all work performed on the contract by piece work, station work or by subcontract.

### **II. EMPLOYMENT LISTS, LABOR SELECTION, NON-DISCRIMINATION**

A local public employment agency has been designated by the State to prepare the employment lists for the project.

All qualified unskilled labor shall be employed insofar as possible from lists furnished the contractor by the employment agency designated in the contract. The contractor may avail himself of the services of the employment agency for obtaining labor of the intermediate and skilled grade.

In the performance of this contract, within the limitations of Subsection 107.01 requiring employment of up to 95% Idaho residents, preference in employment shall be given to qualified honorably discharged Veterans of the United States Armed Forces.

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. Compliance with Regulations:  
The Contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the U.S. Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination:  
The Contractor, with regard to the work performed during the contract, shall not discriminate on the grounds of race, color, religion, sex or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:  
In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor, of the Contractor's obligations of this contract and Regulations relative to nondiscrimination on the grounds of race, color, religion, sex, or national origin.

4. Information and Reports:

The Contractor shall provide all information and reports required by Regulations and/or Directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the state of Idaho Transportation Department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the state of Idaho Transportation Department or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance:

In the event the Contractor is in noncompliance with the nondiscrimination provision of this contract, the state of Idaho Transportation Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. Withhold progress payments until it is determined that the contractor is found in compliance;
- b. Suspend the contract, in whole or in part, until the contractor or subcontractor is found to be in compliance with no progress payment being made during this time and no time extension made;
- c. Cancel or terminate the contract for cause;
- d. Assess against the contractor's final payment on this contract or any progress payments on current or future Idaho projects an administrative remedy by reducing the final payment or future progress payment in an amount equal to 10% of this contract or \$7,700, whichever is less.

6. Incorporation of the Provisions:

The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to subcontractor or procurement as the state of Idaho Transportation Department or Federal Highway Administration may direct as a means of enforcing the provisions, including sanctions for noncompliance, provided, however, that in the event a Contractor becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the state of Idaho Transportation Department to enter into such litigation to protect the interests of the State, and in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**III. LABOR PROVISIONS**

The wages of labor shall be paid in legal tender of the United States, except that this condition will be considered satisfied if payment is made by a negotiable check, on a solvent bank, which may be cashed readily by the employee in the local community for the full amount without discount or collection charges of any kind. Where checks are used for payment, the contractor shall make all necessary arrangements for them to be cashed and shall give information regarding such arrangements. No fee of any kind shall be asked or accepted by the contractor or any of his agents from any person as a condition of employment on the project.

No employee shall be charged for any tools used in performing their respective duties except for reasonably avoidable loss or damage thereto.

Every employee on the work covered by this contract shall be permitted to lodge, board and trade where and with whom he elects and neither the contractor nor his agents nor his employees shall directly or indirectly require as a condition of employment that an employee shall lodge, board or trade at a particular place or with a particular person.

No charge shall be made for any transportation furnished by the contractor or his agents to any person employed on the work.

No individual shall be employed as a laborer on this contract except on a wage basis, but this shall not be construed to prohibit the rental of teams trucks or other equipment from individuals. No such rental agreement or any charges for feed, gasoline, supplies or repairs on account of such agreement, shall cause any deduction from the wages accruing to any employee except as authorized by the regulations hereinbefore cited.